IN THE SUPREME COURT OF THE STATE OF NEVADA

FEDERAL HOUSING FINANCE AGENCY, in its capacity as Conservator for the Federal National Mortgage Association, and FEDERAL NATIONAL MORTGAGE ASSOCIATION, Petitioners, vs. EIGHTH JUDICIAL DISTRICT COURT, Clark County, Nevada, and THE HONORABLE MARK DENTON, Judge	Case No. Electronically Filed Apr 18 2022 10:07 a.m. Elizabeth A. Brown Clerk of Supreme Court
Respondents,	
WESTLAND LIBERTY VILLAGE, LLC; WESTLAND VILLAGE SQUARE, LLC; AMUSEMENT INDUSTRY, INC.; WESTLAND CORONA LLC; WESTLAND AMBER RIDGE LLC; WESTLAND HACIENDA HILLS LLC; 1097 NORTH STATE, LLC; WESTLAND TROPICANA ROYALE LLC; VELLAGIO APTS OF WESTLAND LLC; THE ALEVY FAMILY PROTECTION TRUST; WESTLAND AMT, LLC; AFT INDUSTRY NV, LLC; and A&D DYNASTY TRUST,	
Real Parties in Interest.	

PETITIONERS FEDERAL HOUSING FINANCE AGENCY AND FEDERAL NATIONAL MORTGAGE ASSOCIATION'S APPENDIX VOLUME III OF III

Leslie Bryan Hart, Esq. (SBN 4932) John D. Tennert, Esq. (SBN 11728) FENNEMORE CRAIG, P.C. 7800 Rancharrah Parkway Reno, Nevada 89511

Michael A.F. Johnson, Esq. ARNOLD & PORTER KAYE SCHOLER, LLP 601 Massachusetts Ave. NW Washington, DC 20001 Admitted pro hac vice in underlying district court action

Attorneys for Intervenor Federal Housing Finance Agency in its capacity as Conservator for the Federal National Mortgage Association Kelly H. Dove (#10569) Nathan G. Kanute (#12413) SNELL & WILMER L.L.P. 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169

Attorneys for Federal National Mortgage Association

PETITIONERS' APPENDIX ALPHABETICAL INDEX

Document Description	Date	Vol.	Page Nos.
Answer to Plaintiff's Complaint, Counterclaim and Third Party Complaint	8/31/2020	Ι	0060 - 0137
Application for Appointment of Receiver on Order Shortening Time	8/12/2020	Ι	0001 - 0046
First Amended Answer and First Amended Counterclaim	8/26/2021	I-II	0138 - 0276
Minute Order	12/22/2021	III	0509 - 0510
Notice of Entry of Order Denying in Part and Granting in Part Defendants' First Amended Answer and Amended Counterclaim	3/17/2022	III	0518 - 0526
Opposition to Plaintiffs' Partial Motion to Dismiss Defendant's First Amended Answer and Amended Counterclaim	11/23/2021	II	0298 - 0478
Order Denying in Part and Granting in Part Motion to Dismiss in Part Defendants' First Amended Answer and Amended Counterclaim	3/17/2022	III	0511 - 0517
Plaintiff and FHFA's Motion to Dismiss in Part Defendants' First Amended Answer and Amended Counterclaim	10/29/2021	II	0277 - 0297
Plaintiff and FHFA's Reply in Support of Motion to Dismiss in Part Defendants' First Amended Answer and Amended Counterclaim	12/9/2021	II-III	0479 - 0508
Verified Complaint	8/12/2020	Ι	0047-0059

under those agreements. Id. The Opposition did not even respond to, let alone refute, this argument. See EDCR 2.20(e) (failure to oppose may be construed as an admission that the motion 3 is meritorious and a consent to granting the same). Instead, Counterclaimants assert that they are 4 entitled to and have pled recovery of their attorneys' fees as "special damages." Relying primarily 5 on Sandy Valley Assocs. v. Sky Ranch Ests. Owners Ass'n, 117 Nev. 948, 955-57 (2001), which 6 has been substantially overruled, Counterclaimants argue that "attorney's fees can be recovered as 7 an element of consequential damage and may be plead when foreseeably arising out of breach of 8 contract or tortious conduct as special damages." Opp. at 15. They are not, however, entitled to 9 such fees, because they did not and cannot establish that any of the "narrow and limited exceptions" 10 apply, nor did they plead fees as special damages appropriately.

Nevada "adheres to the American Rule of attorney fees," which is that fees may only be 11 12 awarded when authorized by statute, rule, or contract. Pardee Homes, 135 Nev. at 177. "As an 13 exception to the general rule," attorney fees may be awarded "as special damages in limited 14 circumstances." Liu v. Christopher Homes, LLC, 130 Nev. 147, 151 (2014) (quoting Horgan v. 15 Felton, 123 Nev. 577, 583 (2007)). For example, attorney fees may be an element of damage in 16 cases when a plaintiff becomes involved in a "third-party legal dispute as a result of a breach of 17 contract and the fees incurred in *defending* ... the third-party action could be damages in the 18 proceeding between the plaintiff and the defendant [who breached the contract]." Id., 130 Nev. at 19 152. Likewise, attorney fees may be awarded as damages in limited cases in which a party incurred 20 the fees in clarifying or removing a cloud upon the title to property." Id. Neither applies here, nor 21 have Counterclaimants identified any legitimate basis to seek fees as special damages.

22 Primarily relying on Sandy Valley, Counterclaimants broadly assert that they are entitled to 23 fees as special damages because they are the result of Fannie Mae's injurious conduct, that they are 24 related to third-party actions, and that they are incurred to remove a cloud upon title. 25 Counterclaimants' reliance on Sandy Valley, which has been substantially overruled and abrogated, 26 is misplaced and cannot support their claim for fees as special damages. First, the Nevada Supreme 27 Court has expressly rejected Counterclaimants' reading of that decision, holding that "to the extent 28 Sandy Valley has been read to broadly allow attorney fees as special damages whenever the fees

1

2

were a reasonably foreseeable consequence of injurious conduct, we disavow such a reading." Pardee Homes, 135 Nev. at 177 (emphasis added). Further, the Court clarified that Sandy Valley does "not support an award of attorney fees as special damages where a plaintiff merely seeks to 4 recover fees incurred for prosecuting a breach-of-contract action against a breaching defendant." 5 Id. (emphasis added) (citing Liu, 130 Nev. at 155 n.2 (observing Sandy Valley did not permit a plaintiff to recover attorney fees as special damages in a suit for breach of contract)). Yet, that is 7 exactly what Counterclaimants urge in their Opposition. Moreover, Counterclaimants fail even to acknowledge the Nevada Supreme Court's clear rejection of their position in Pardee Homes.¹⁶

Second, Counterclaimants are not defendants in a third-party action that could support an award of fees as special damages. A party to a contract may recover, as special damages, the attorney fees that arise from another party's breach of the contract when the breach causes the former party to incur attorney fees in a legal dispute brought by a third party. *Liu*, 130 Nev. at 155. But Counterclaimants are defendants in a breach of contract action, and counter-plaintiffs as to other claims-none is a third-party defendant. Indeed, the Opposition does not advance this claim, other than to mention it.

16 Finally, Counterclaimants cannot seek attorney fees as special damages because they now 17 argue in their opposition that they wish to clear a "cloud on title." Like most of Sandy Valley, that 18 exception has been substantially narrowed. Attorney fees incurred in removing spurious clouds 19 from a title may qualify as special damages in an action for slander of title, or similar action. 20 Horgan, 123 Nev. at 585. Such fees may be permissible in slander of title actions because "the 21 defendant ... by intentional and calculated action leaves the plaintiff with only one course of action: 22 that is, litigation.... Fairness requires the plaintiff to have some recourse against the intentional malicious acts of the defendant." Id. Pardee Homes makes clear that this is not such a case, but is 23 24 rather a contract dispute, where Nevada law does "not support an award of attorney fees as special 25 damages where a plaintiff merely seeks to recover fees incurred for prosecuting a breach-of-

26

here.

1

2

3

6

8

9

10

11

¹⁶ Again, Counterclaimants' focus on the superficial similarity of the "defaulters list" in 27 Reno's Riverside Hotel is misplaced, as the cases are vastly different. This case does not involve labor law. Further, that 1970 case was even disapproved of by Sandy Valley and is not instructive 28

contract action against a breaching defendant," and particularly where entitlement to fees is governed by the contract. 135 Nev. at 177.

3 Counterclaimants cannot recover attorneys' fees as special damages because none of their 4 claims plead special damages as Rule 9(g) requires. Attorneys' fees as special damages must be 5 pled as such in the complaint pursuant to NRCP 9(g). "The mention of attorney fees in a complaint's general prayer for relief is insufficient to meet this requirement." Sandy Valley, 117 Nev. at 955-7 57 (2001). Here, the contract-based counterclaims include only the identical, conclusory allegation that Counterclaimants have had to hire counsel and are entitled to reasonable attorneys' fees. This 9 is insufficient to recover special damages.

10 The Counterclaimants' claim for attorneys' fees as special damages should be dismissed as a matter of clear Nevada law because Nevada law does "not support an award of attorney fees as 12 special damages" in a breach of contract action. Pardee Homes, 135 Nev. at 177.

The Waivers of Consequential Damages Agreed to By Westland and the Credit Facility Entities Are Clear, Unambiguous and Enforceable.

In the Motion, Movants established that the Loan Documents and the MCFA all contain clear and unambiguous waivers of consequential damages. Mot. 18-19. In opposition, Counterclaimants argue that this waiver was only intended to apply to damages relating to recovery of collateral or application of foreclosure proceeds, not all conduct related to the Loan Documents and MCFA. Counterclaimants cite no law for their argument and base it solely on the inclusion of the consequential damages' waiver within the "Waiver of Marshaling" section of the Loan Documents and MCFA. That argument fails under applicable law and the terms of the Loan Documents and the MCFA.

In Nevada, "when a contract is clear on its face, it 'will be construed from the written 23 language and enforced as written.' The court has no authority to alter the terms of an unambiguous 24 contract." Canfora v. Coast Hotels & Casinos, Inc., 121 Nev. 771, 776 (2005) (quoting Ellison v. 25 C.S.A.A., 106 Nev. 601, 603 (1990) and citing Renshaw v. Renshaw, 96 Nev. 541, 543 (1980)). A 26 contractual limitation on consequential damages is no exception. See Restatement (Second) of 27 Contracts § 351 (1981) ("When parties expressly exclude or limit consequential damages, the basic 28

1

2

6

8

11

13

14

15

16

17

18

19

20

21

22

F.

1 principles of freedom of contract counsel that the agreed upon provision should be enforced."); 24 2 Richard A. Lord, *Williston on Contracts* § 64:21 (4th ed. 2021 update) ("In determining the amount 3 of consequential damages recoverable for breach of a contract, it is often necessary to consider any 4 limitation of liability or liquidated damages provisions set forth in the contract in question, since 5 contracting parties are generally allowed to limit their liability in the event of breach to the 6 performance of certain prescribed acts, such as repairing or replacing any defective performance or 7 parts, or to the payment of a specified sum. The effect of such provisions, if lawful, may be to 8 exclude entirely any liability for consequential damages.") (footnotes omitted). Counterclaimants 9 concede these points of law by not responding. EDCR 2.20(e) (stating that a failure to file 10 opposition is an admission that a motion is meritorious and consenting to granting the same); *Bates*, 11 100 Nev. at 681-82, 683 (treating a failure to respond to an argument on the appropriate interest 12 rate under the contract as conceded). 13 As set out in the Motion, the relevant language says: NONE OF LENDER OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, 14 AGENTS, OR REPRESENTATIVES SHALL BE RESPONSIBLE TO BORROWER (a) FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR 15 OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY 16 DETERMINED PURSUANT TO A FINAL, NONAPPEALABLE COURT ORDER BY A COURT OF COMPETENT JURISDICTION, OR (b) FOR ANY PUNITIVE, 17 EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

Motion, Ex. 1 at 102 (emphasis added); *accord* Verified Compl. Exs. 1 (Village Square Multifamily
 Loan and Security Agreement), § 14.04, and 6 (Liberty Multifamily Loan and Security Agreement),
 § 14.04.

21 The inclusion of the clear and unambiguous waiver of indirect or consequential damages in 22 the "Waiver of Marshaling" sections of the Loan Documents and the MCFA does not limit the clear 23 language. On the contrary, the Loan Documents and the MCFA provide that: "The captions and 24 headings of the sections of this Master Agreement and the Loan Documents are for convenience 25 only and shall be disregarded in construing this Master Agreement and the Loan Documents." 26 Motion, Ex. 1, § 15.09(a) (emphasis added); see also Verified Compl. Ex. 1 (Village Square 27 Multifamily Loan and Security Agreement), § 15.08(a) and Ex. 6 (Liberty Multifamily Loan and 28 Security Agreement), § 15.08(a). Accordingly, the Original Defendants and the Credit Facility

Entities have contractually waived their only argument in the Opposition.

2 Under the plain language of the conspicuous waiver, Fannie Mae cannot be liable to the 3 Original Defendants or the Credit Facility Entities for indirect or consequential damages. No part 4 of this waiver limits it to the matters discussed elsewhere in Section 14.04. The discussion in clause 5 (a) of "any act or failure to act under any power of attorney or otherwise" is not contrary to clause (b) and, because it is stated in the disjunctive, does not modify clause (b).

7 Accordingly, the Court should enforce the Original Defendants' and the Credit Facility Entities' clear and unambiguous waiver of indirect and consequential damages and dismiss any 9 claim for the foregoing under the Loan Documents and the MCFA.

10 G. Plaintiffs' Improper, Pro Forma Request for Amendment Should Be Denied as Futile. Plaintiffs conclude the Opposition with a perfunctory, undeveloped request for leave to 11 12 assert unspecified amendments. As set forth above, however, Counterclaimants cannot cure the 13 lack of standing related to the contract-based claims asserted by Counterclaimants that are not 14 parties to any contract with Fannie Mae. Nor are Counterclaimants able to amend the claims so as 15 to avoid the MCFA's forum selection clause—it expressly applies to "any controversy arising under 16 or in relation to the Notes, the Security Documents (other than the Security Instruments), or any 17 other Loan Document." Mot. Ex. 1, § 15.01. Any claim, however it may be articulated, arising out 18 of or relating to the MCFA is subject to that contractual term. Finally, there is no amendment that 19 can alter the statutory and contractual provisions that preclude any claims here for punitive 20 damages, consequential damages, and attorneys' fees as a matter of law. Accordingly, any 21 amendment by Counterclaimants would be futile. See Allum v. Val. Bank of Nev., 109 Nev. 280, 22 287 (1993) (affirming denial of leave to amend where amendment would be futile); *Halcrow, Inc.* 23 v. Eighth Jud. Dist. Ct., 129 Nev. 394, 402 (2013), as corrected (Aug. 14, 2013) (reversing grant of leave to amend misrepresentation claim because such would be futile).¹⁷ Additionally, 24 25 Counterclaimants' request for leave to amend should be denied where they have not submitted a

26 17 In an attempt to avoid dismissal of the non-contracting parties, Counterclaimants request leave to "state appropriate business tort claims." Opp. 9. However, they fail to state what tort 27 claims they would allege or what parties would allege those claims. Further, such claims would almost certainly be dismissed as a matter of law. Accordingly, this request should also be denied 28 as futile.

0505

1

6

	1	copy of any proposed revised pleading. See	EDCR 2.30 ("A copy of a proposed amended pleading		
	2	must be attached to any motion to amend the	ne pleading.").		
	3	III.	CONCLUSION		
	4	For the foregoing reasons, Fannie Mae and FHFA respectfully request that the Court grant			
	5	their motion to dismiss the counterclaims a	s discussed in the Motion and above.		
	6	Dated: December 9, 2021	SNELL & WILMER L.L.P.		
	7		By: /s/ Nathan G. Kanute		
	8		Jeffrey Willis, Esq. (NV Bar No. 4797)		
	9		Kelly H. Dove, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 12413)		
	10		Attorneys for Plaintiff Federal National Mortgage Association		
	11		Moriguge Association		
100	12		EENNIEMODE CDAIC DC		
ilmer ES ^{a 89169} 100	13		FENNEMORE CRAIG, P.C.		
Snell & Wilmer LAW OFFICES Howard Hughes Parkway, Suite Las Vegas, Nevada 89169 702.784,5200	14		/s/ Leslie Bryan Hart		
W OFF W OFF W OFF Ughes P ughes P Sas, Nev	15		Leslie Bryan Hart John D. Tennert, III		
nell ^{LA} Las Veg 7	16		7800 Rancharrah Parkway Reno, Nevada 89511		
Smell 3883 Howard I Las V.			Tel: 775-788-2228 lhart@fclaw.com		
ŝ	17		č		
	18		ARNOLD & PORTER KAYE SCHOLER LLP		
	19				
	20		/s/ Michael A. F. Johnson Michael A.F. Johnson*		
	21		601 Massachusetts Ave., NW		
	22		Washington, DC 20001 Tel: 202-942-5000		
	23		michael.johnson@arnoldporter.com * Admitted pro hac vice		
	24		Attorneys for Intervenor Counter-Defendant		
	25		Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage		
	26		Association		
	27				
	28				
			- 28 - 0506		

1	EXHIBIT A		
2	Counterclaim Number	Counterclaimants to Dismiss	
3	1	Village Square, the Credit Facility Entities, the Securities Entities	
	2	Liberty Village, the Credit Facility Entities, the Securities Entities	
4	3*	Liberty Village, Village Square, the Securities Entities	
5	4* [†]	The Securities Entities	
C	5 [†] 9 [†]	The Credit Facility Entities and the Securities Entities	
6	10 [†]	The Credit Facility Entities and the Securities Entities The Credit Facility Entities and the Securities Entities	
7	10	The credit Facility Entities and the Securities Entities	
8		4, as they relate to claims based on the MCFA, must be dismissed in andatory forum selection clause.	
9		, and 10 assert claims under the Loan Documents and the MCFA. The	
10		rtions of those counterclaims to the extent they are asserted by parties	
11		ecific contract. For example, Liberty Village cannot assert any of the nterclaim 4 because it is not a party to the MCFA.	
11	WCFA-related claims in cou	interchann 4 because it is not a party to the MCFA.	
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
		- 29 - 0507	

Snell & Wilmer <u>LAW OFFICES</u> 3883 Howard Huges Parkway, Suite 1100 Las Versa, Nevada 89169 702.784.5200

Ι

1	CERTIFICATE OF SERVICE
2	I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen years,
3	and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and
4	correct copy of the foregoing PLAINTIFF AND FHFA'S REPLY IN SUPPORT OF
5	MOTION TO DISMISS IN PART DEFENDANTS' FIRST AMENDED ANSWER AND
6	AMENDED COUNTERCLAIM by the method indicated:
7	U. S. Mail
8	U.S. Certified Mail
9	X Electronic Service
10	E-mail
11 12 13 14 14 15 16 17 18 19 20 21 22 23 24 24	and addressed to the following: John Benedict, Esq. LAW OFFICES OF JOHN BENEDICT 2190 E. Pebble Road, Suite 260 Las Vegas, Nevada 89123 John@BenedictLaw.com John@BenedictLaw.com John@BenedictLaw.com WESTLAND REAL ESTATE GROUP 520 W. Willow Street Long Beach, CA 90806 John.H@WestlandREG.com WestlandREG.com John.H@WestlandREG.com DATED: December 9, 2021
25 26	DATED: December 9, 2021 <u>/s/ Lara J. Taylor</u> An Employee of Snell & Wilmer L.L.P.
20	4861-0216-1923.11
27	
_0	- 30 - 0508

Snell & Wilmer <u>LAW OFFICES</u> 1883 Howard Hughes Parkway, Suite 1100 Las Vegas, Nevada 89169

DISTRICT COURT CLARK COUNTY, NEVADA

Other Business Cour	rt Matters	COURT MINUTES	December 22, 2021
A-20-819412-B	Federal Nationa	al Mortgage Association, Plaintiff(s)	
	VS.		
	Westland Liber	ty Village, LLC, Defendant(s)	
December 22, 2021	7:00 AM	Minute Order	
HEARD BY: Dento	n, Mark R.	COURTROOM: Chambers	
COURT CLERK: N	ladalyn Kearney		

JOURNAL ENTRIES

HAVING further reviewed and considered the parties' filings and argument of counsel pertaining to "Plaintiff and FHFA's Motion to Dismiss in Part Defendants' First Amended Answer and Amended Counterclaim," heard and taken under advisement on December 16, 2021, and being fully advised in the premises, the Court makes the following determinations/rulings:

- The Court DENIES the Motion IN PART as a matter of law relative to Plaintiffs' venue contentions.
- The Court DENIES the Motion IN PART as a matter of law relative to Plaintiffs' punitive damages contentions and DENIES the same regarding the attorneys' fees aspect without prejudice to further development pursuant to NRCP 56 regarding Counterclaimants' special damages contentions, having determined that the complexities and nuances involved in this case render disposition under NRCP 12(b)(5) to be inappropriate.
- The Court DENIES the Motion IN PART regarding Plaintiffs' standing contentions without prejudice to further development pursuant to NRCP 56, having determined that the complexities, party affiliations/interrelationships, and nuances involved in this case render disposition under NRCP 12(b)(5) to be inappropriate.
- The Court GRANTS the Motion IN PART regarding Plaintiffs' consequential damages contentions, as what the Court can properly consider on Plaintiffs' NRCP 12(b)(5) Motion shows that such damages cannot be claimed.

Counsel for Defendants/Counterclaimants is directed to submit a proposed order consistent with the foregoing and with supportive briefing/argument following provision of the same to opposing counsel for signification of approval/disapproval.

PRINT DATE:	12/22/2021	Page 1 of 2	Minutes Date:	December 22, 2021
-------------	------------	-------------	---------------	-------------------

IT IS SO ORDERED.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Madalyn Kearney, to all registered parties for Odyssey File & Serve. /mk 12/22/21

1 2 3 4 5 6 7 8 9 10 11	Jeffrey Willis, Esq. Nevada Bar No. 4797 Kelly H. Dove, Esq. Nevada Bar No. 10569 Nathan G. Kanute, Esq. Nevada Bar No. 12413 SNELL & WILMER L.L.P. 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Telephone: (702) 784-5200 Facsimile: (702) 784-5252 Email: jwillis@swlaw.com kdove@swlaw.com nkanute@swlaw.com Attorneys for Plaintiff Federal National Mortgage Association	Electronically Filed 03/17/2022 1:08 PM, CLERK OF THE COURT Leslie Bryan Hart, Esq. (SBN 4932) John D. Tennert, Esq. (SBN 11728) FENNEMORE CRAIG, P.C. 7800 Rancharrah Parkway Reno, Nevada 89511 (Tel) 775-788-2228 (Fax) 775-788-2229 Ihart@fennemorelaw.com jtennert@fennemorelaw.com Michael A.F. Johnson, Esq. (admitted <i>pro hac vice</i>) ARNOLD & PORTER KAYE SCHOLER LLP 601 Massachusetts Avenue, NW Washington, DC 20001 (Tel) 202-942-5000 (Fax) 202-942-5999 michael.johnson@arnoldporter.com Attorneys for Intervenor Federal Housing Finance Agency in its capacity as Conservator
12		for the Federal National Mortgage Association
12	DISTRIC	ΓCOURT
	CLARK COUN	NTY, NEVADA
14 15	FEDERAL NATIONAL MORTGAGE ASSOCIATION,	Case No. A-20-819412-B
16	Plaintiff,	Dept No. 13
17 18 19 20 21	vs. WESTLAND LIBERTY VILLAGE, LLC, and WESTLAND VILLAGE SQUARE, LLC, Defendants.	ORDER DENYING IN PART AND GRANTING IN PART MOTION TO DISMISS IN PART DEFENDANTS' FIRST AMENDED ANSWER AND AMENDED COUNTERCLAIM Hearing Date: December 16, 2021 Hearing Time: 10:45 a.m.
		nearing time: 10:45 a.m.
22 23	AND ALL RELATED ACTIONS.	
24		ant to the Motion to Dismiss In Part Defendants'
25	First Amended Answer and Amended Counterch	
26	Plaintiff Federal National Mortgage Association	
27	Finance Agency (" <u>FHFA</u> ", and collectively, " <u>Mo</u>	/ II
28	on November 23, 2021 (the " <u>Opposition</u> "). Mova	ants filed their reply in support of the Motion on
		0511

Snell & Wilmer LLP. LAP. LAW OFFICES 3883 Howard Hughe Darkway, Suite 1100 Las Vegas, Nevada 89169 702.784.5200

11

12

13

14

25

26

27

28

December 9, 2021.

2 The Court heard oral argument on the Motion on December 16, 2021. After taking the 3 Motion under advisement, the Court issued its Minute Order on December 22, 2021. This Order 4 will replace the Minute Order as the final order of the Court. Based on the moving papers and the 5 argument of counsel, and for good cause shown:

6 IT IS HEREBY ORDERED that the Motion is DENIED IN PART as a matter of law 7 relative to Movants' venue contentions;

8 **IT IS FURTHER ORDERED** that the Motion is DENIED IN PART as a matter of law 9 relative to Movants' contention that 12 U.S.C. § 4617(j)(4) protects Fannie Mae from liability for 10 the punitive damages Counterclaimants seek;

IT IS FURTHER ORDERED that the Motion is DENIED IN PART regarding Movants' attorneys' fees contentions because the complexities and nuances involved in this case render disposition of these issues under NRCP 12(b)(5) to be inappropriate. This denial is without prejudice to further development of these issues pursuant to NRCP 56;

15 **IT IS FURTHER ORDERED** that the Motion is DENIED IN PART regarding Movants' 16 contentions that certain Counterclaimants lack standing because the complexities, party 17 affiliations/interrelationships, and nuances involved in this case render disposition under NRCP 18 12(b)(5) to be inappropriate. This denial is without prejudice to further development of these issues 19 pursuant to NRCP 56;

20 IT IS FURTHER ORDERED that the Motion is GRANTED IN PART under NRCP 21 12(b)(5) regarding Movants' consequential damages contentions because the papers and documents 22 properly before the Court establish that such damages cannot be claimed; and

23 IT IS FURTHER ORDERED that Movants shall answer Counterclaimants' First Amended Counterclaim on or before 14 days after the filing of a notice of entry of this Order. Dated this 17th day of March, 2022 24

IT IS SO ORDERED.

DISTRICT COURT JUDGE ABG 51A BA7 5E06 15C8 Mark R. Denton **District Court Judge**

V OFFICES ghes Parkway, Suite 1100 s, Nevada 89169 1.784.5200

Las

Snell & Wilmer

Snell & Wilmer LLP. LAW OFFICES 3883 Howard Hughes Parkway. Suite 1100 Laa Veges, Nevand 89169 702.764,5200	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Respectfully submitted by: SNELL & WILMER L.L.P. <u>/s/Nathan G. Kanute</u> Jeffrey Willis, Esq. (NV Bar No. 4797) Kelly H. Dove, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 12413) 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 <i>Attorneys for Plaintiff Federal National</i> <i>Mortgage Association</i>	FENNEMORE CRAIG, P.C. / <u>s/Lesslie Bryan Hart (NV Bar No. 4932)</u> John D. Tennert, III (NV Bar No. 11728) 7800 Rancharrah Parkway Reno, Nevada 89511 Tel: 775-788-2228 ARNOLD & PORTER KAYE SCHOLER LLP / <u>s/Michael A.F. Johnson</u> * 601 Massachusetts Ave., NW Washington, DC 20001 Tel: 202-942-5000 michael.johnson@arnoldporter.com * Admitted pro hac vice Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association
			0513

1	CSERV		
2			
3		ISTRICT COURT & COUNTY, NEVADA	
4			
5			
6	Federal National Mortgage Association, Plaintiff(s)	CASE NO: A-20-819412-B	
7		DEPT. NO. Department 13	
8	VS.		
9	Westland Liberty Village, LLC, Defendant(s)		
10			
11	ΑΠΤΟΜΑΤΕΡ	CERTIFICATE OF SERVICE	
12			
13	This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all		
14	recipients registered for e-Service on th	he above entitled case as listed below:	
15	Service Date: 3/17/2022		
16	Robin Gullo	rgullo@dhwlawlv.com	
17	Donald Williams	dwilliams@dhwlawlv.com	
18	Philip Erwin	pre@cwlawlv.com	
19 20	John Chong	jyc@cwlawlv.com	
21	Joseph Went	jgwent@hollandhart.com	
22	Sydney Gambee	srgambee@hollandhart.com	
23	Brian Dziminski	brian@dziminskilaw.com	
24	John Benedict	john@benedictlaw.com	
25	Leslie Hart	lhart@fclaw.com	
26	Lara Taylor	ljtaylor@swlaw.com	
27			
28			

.		
1 2	Nathan Kanute	nkanute@swlaw.com
2	Mary Full	mfull@swlaw.com
4	Docket Docket	docket_las@swlaw.com
5	Bob Olson	bolson@swlaw.com
6	Maricris Williams	mawilliams@swlaw.com
7	Joyce Heilich	jeheilich@hollandhart.com
8	Shawna Braselton	sbraselton@fennemorelaw.com
9	Kelly Dove	kdove@swlaw.com
10		
11	D'Andrea Dunn	ddunn@swlaw.com
12	Angelyn Cayton	Angelyn@benedictlaw.com
13	Office Admin	office.admin@benedictlaw.com
14	John Tennert, III	jtennert@fclaw.com
15	David Edelblute	dedelblute@swlaw.com
16	John Hofsaess	john.h@westlandreg.com
17	Sara D'Amico	sara.damico@arnoldporter.com
18 19	Michael Johnson	michael.johnson@arnoldporter.com
20	Elliott Mogul	elliott.mogul@arnoldporter.com
21	Court Filings	courtfilings@fennemorelaw.com
22	Claudio Lerma	clerma@fennemorelaw.com
23	Brian Barnes	bbarnes@cooperkirk.com
24		
25	Sarah Hope	shope@fennemorelaw.com
26	Brenda Schroeder	BLSchroeder@hollandhart.com
27	Shay Burdette	SBurdette@mcguirewoods.com

Cheryl Haas	CHaas@mcguirewoods.com
T. Richmond McPherson	RMcPherson@mcguirewoods.com
Theresa Rhymes	trhymes@mcguirewoods.com
Kathryn Barber	kbarber@mcguirewoods.com
Matthew Fender	mfender@mcguirewoods.com
Jeffrey Willis	jwillis@swlaw.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	rmansfield@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com
Megan Garrett	mgarrett@mbmlawyers.com
Robert Mansfield	rmansfield@mbmlawyers.com

1 2	Megan Garrett	mgarrett@mbmlawyers.com
3	Robert Mansfield	rmansfield@mbmlawyers.com
4	Megan Garrett	mgarrett@mbmlawyers.com
5	Bradley Green	bgreen@swlaw.com
6	Scott Cardon	scardon@dhwlawlv.com
7	Brent Dyer	lawclerk@dhwlawlv.com
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
I		

			Electronically Filed 3/17/2022 1:54 PM Steven D. Grierson
			CLERK OF THE COURT
	1	Jeffrey Willis, Esq. Nevada Bar No. 4797	Atump. Summe
	2	Kelly H. Dove, Esq. Nevada Bar No. 10569	
	3	Nathan G. Kanute, Esq.	
	4	Nevada Bar No. 12413 SNELL & WILMER L.L.P.	
	5	3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169	
	6	Telephone: (702) 784-5200 Facsimile: (702) 784-5252	
	7	Email: jwillis@swlaw.com kdove@swlaw.com	
	8	nkanute@swlaw.com	
	9	Attorneys for Plaintiff Federal National Mortgage Association	
	10	DISTRIC	Г COURT
	11	CLARK COUN	ITY, NEVADA
1100	12	FEDERAL NATIONAL MORTGAGE	Case No. A-20-819412-B
	13	ASSOCIATION,	Dept No. 13
Wilmer FFICES Parkway, Suite evada 89169 4.5200	14	Plaintiff,	
AW O lughes 02.78	15	VS.	NOTICE OF ENTRY OF ORDER DENYING IN PART AND GRANTING
$\frac{\text{Snell}_{\text{Las Ve}}}{\sum_{7}^{1}}$	16	WESTLAND LIBERTY VILLAGE, LLC, and WESTLAND VILLAGE SQUARE, LLC,	IN PART DEFENDANTS' FIRST AMENDED ANSWER AND AMENDED
3883	17	Defendants.	COUNTERCLAIM
	18		
	19	AND ALL RELATED ACTIONS.	
	20	PLEASE TAKE NOTICE that an Order I	Denying in Part and Granting in Part Defendants'
	21	First Amended Answer and Amended Countercla	im was entered in the above-captioned matter on
	22	March 17, 2022, a copy of which is attached here	to.
	23		
	24	Dated: March 17, 2022.	SNELL & WILMER L.L.P.
	25	By	: /s/ Kelly H. Dove
	26		Jeffrey Willis, Esq. (NV Bar No. 4797) Kelly H. Dove, Esq. (NV Bar No. 10569)
	27		Nathan G. Kanute, Esq. (NV Bar No. 12413) 3883 Howard Hughes Parkway, Suite 1100
	28		Las Vegas, NV 89169 Attorneys for Plaintiff Federal National Mortgage Association
			0518

	1	CERTIFICATE OF SERVICE
	2	I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18)
	3	years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a
	4	true and correct copy of the foregoing NOTICE OF ENTRY OF ORDER DENYING IN PART
	5	AND GRANTING IN PART DEFENDANTS' FIRST AMENDED ANSWER AND
	6	AMENDED COUNTERCLAIM by method indicated below:
	7	BY FAX: by transmitting via facsimile the document(s) listed above to the fax number(s)
	8	set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document(s).
	9	BY U.S. MAIL: by placing the document(s) listed above in a sealed envelope with postage
	10	thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth
	11	below.
f te 1100	12	BY OVERNIGHT MAIL: by causing document(s) to be picked up by an overnight delivery service company for delivery to the addressee(s) on the next business day.
Wilmer ICES ada 89169 5200	13	BY PERSONAL DELIVERY: by causing personal delivery by , a
✓ W OFFIC W OFFIC W OFFIC ghes Parl s, Nevad	14 15	messenger service with which this firm maintains an account, of the document(s) listed above to the person(s) at the address(es) set forth below.
Snell & Wilmer <u>LLP.</u> LAW OFFICES 1883 Howard Huges Parkway. Suite Las Versa. Neveda 89169 702.784.5200	16	BY EMAIL: by emailing a PDF of the document listed above to the email addresses of the individual(s) listed below.
388	17	BY ELECTRONIC SUBMISSION: submitted to the above-entitled Court for electronic
	18	filing and service upon the Court's Service List for the above-referenced case.
	19	DATED March 17, 2022.
	20	/s/ Maricris Williams
	21	An employee of SNELL & WILMER L.L.P. 4875-0386-6902
	22	
	23	
	24	
	25	
	26	
	27	
	28	
		- 2 - 0519

ELECTRONICALLY SERVED 3/17/2022 1:08 PM

Electronically Filed 03/17/2022 1:08 PM

		Electronically Filed 03/17/2022 1:08 PM
1		CLERK OF THE COURT
1 2	Jeffrey Willis, Esq. Nevada Bar No. 4797	Leslie Bryan Hart, Esq. (SBN 4932) John D. Tennert, Esq. (SBN 11728)
3	Kelly H. Dove, Esq. Nevada Bar No. 10569	FENNEMORE CRAIG, P.C. 7800 Rancharrah Parkway
4	Nathan G. Kanute, Esq. Nevada Bar No. 12413	Reno, Nevada 89511 (Tel) 775-788-2228 (Fax) 775-788-2229
4 5	SNELL & WILMER L.L.P.	lhart@fennemorelaw.com
6	3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Talanhanai (702) 784 5200	jtennert@fennemorelaw.com
	Telephone: (702) 784-5200 Facsimile: (702) 784-5252	Michael A.F. Johnson, Esq. (admitted <i>pro hac vice</i>)
7	Email: jwillis@swlaw.com kdove@swlaw.com	ARNOLD & PORTER KAYE SCHOLER LLP
8	nkanute@swlaw.com	601 Massachusetts Avenue, NW Washington, DC 20001
9	Attorneys for Plaintiff Federal National Mortgage Association	(Tel) 202-942-5000 (Fax) 202-942-5999 michael.johnson@arnoldporter.com
10		Attorneys for Intervenor Federal Housing
11		Finance Agency in its capacity as Conservator for the Federal National Mortgage Association
12	DISTRIC	T COURT
13	CLARK COUN	TY, NEVADA
14	FEDERAL NATIONAL MORTGAGE	Case No. A-20-819412-B
15	ASSOCIATION,	Dept No. 13
16	Plaintiff,	
17	VS.	ORDER DENYING IN PART AND GRANTING IN PART MOTION TO
18	WESTLAND LIBERTY VILLAGE, LLC, and WESTLAND VILLAGE SQUARE, LLC,	DISMISS IN PART DEFENDANTS' FIRST AMENDED ANSWER AND
19	Defendants.	AMENDED COUNTERCLAIM
20		Hearing Date: December 16, 2021
21		Hearing Time: 10:45 a.m.
22	AND ALL RELATED ACTIONS.	
23	This matter came before the Court pursua	ant to the Motion to Dismiss In Part Defendants'
24	First Amended Answer and Amended Counterch	, i i i i i i i i i i i i i i i i i i i
25 26	Plaintiff Federal National Mortgage Association	· · · · · ·
26 27	Finance Agency (" <u>FHFA</u> ", and collectively, " <u>Mo</u>	vants"). Counterclaimants filed their opposition
27	on November 23, 2021 (the " <u>Opposition</u> "). Mova	ants filed their reply in support of the Motion on
28		
		0520

Snell & Wilmer LLP. LAW OFFICES 3883 Howard Huges Parkway, Suite 1100 Las Vegas, Nevada 89169 (2027,784,5200

11

12

13

14

V OFFICES ghes Parkway, Suite 1100 s, Nevada 89169 1.784.5200

> 1883 Howard Las

Snell & Wilmer

December 9, 2021.

The Court heard oral argument on the Motion on December 16, 2021. After taking the Motion under advisement, the Court issued its Minute Order on December 22, 2021. This Order will replace the Minute Order as the final order of the Court. Based on the moving papers and the argument of counsel, and for good cause shown:

6 IT IS HEREBY ORDERED that the Motion is DENIED IN PART as a matter of law
7 relative to Movants' venue contentions;

8 IT IS FURTHER ORDERED that the Motion is DENIED IN PART as a matter of law
9 relative to Movants' contention that 12 U.S.C. § 4617(j)(4) protects Fannie Mae from liability for
10 the punitive damages Counterclaimants seek;

IT IS FURTHER ORDERED that the Motion is DENIED IN PART regarding Movants' attorneys' fees contentions because the complexities and nuances involved in this case render disposition of these issues under NRCP 12(b)(5) to be inappropriate. This denial is without prejudice to further development of these issues pursuant to NRCP 56;

IT IS FURTHER ORDERED that the Motion is DENIED IN PART regarding Movants'
contentions that certain Counterclaimants lack standing because the complexities, party
affiliations/interrelationships, and nuances involved in this case render disposition under NRCP
12(b)(5) to be inappropriate. This denial is without prejudice to further development of these issues
pursuant to NRCP 56;

IT IS FURTHER ORDERED that the Motion is GRANTED IN PART under NRCP
 12(b)(5) regarding Movants' consequential damages contentions because the papers and documents
 properly before the Court establish that such damages cannot be claimed; and

 IT IS FURTHER ORDERED that Movants shall answer Counterclaimants' First
 Amended Counterclaim on or before 14 days after the filing of a notice of entry of this Order. Dated this 17th day of March, 2022

IT IS SO ORDERED.

DISTRICT COURT JUDGE 51A BA7 5E06 15C8 ABG Mark R. Denton District Court Judge

25

26

27

- 2 -

27 28		25	2 3 4 1 5 1 6 1 7 1 8 9 10 1 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 25	SNELL & WILMER L.L.P. /s/Nathan G. Kanute Jeffrey Willis, Esq. (NV Bar No. 4797) Kelly H. Dove, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 12413) 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Attorneys for Plaintiff Federal National	FENNEMORE CRAIG, P.C. /s/Lesslie Bryan Hart Leslie Bryan Hart (NV Bar No. 4932) John D. Tennert, III (NV Bar No. 11728) 7800 Rancharrah Parkway Reno, Nevada 89511 Tel: 775-788-2228 ARNOLD & PORTER KAYE SCHOLER LLP /s/Michael A.F. Johnson Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 Tel: 202-942-5000 michael.johnson@arnoldporter.com * Admitted pro hac vice Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association
		27	27		
26					
26	25	24			
25 26	24 25		22		
24 25 26	23 24 25	23	21		
23 24 25 26	22 23 24 25	22 23	20		
22 23 24 25 26	21 22 23 24 25	21 22 23	19		
21 22 23 24 25 26	20 21 22 23 24 25	20 21 22 23	18		
20 21 22 23 24 25 26	19 20 21 22 23 24 25	19 20 21 22 23	17		
17 18 19 20 21 22 23 24 25 26	17 18 19 20 21 22 23 24 25	17 18 19 20 21 22 23	16		
17 18 19 20 21 22 23 24 25 26	17 18 19 20 21 22 23 24 25	17 18 19 20 21 22 23	15		Moriguge Association
17 18 19 20 21 22 23 24 25 26	17 18 19 20 21 22 23 24 25	17 18 19 20 21 22 23			Federal Housing Finance Agency in its Capacity as Conservator for Federal Nationa
17 18 19 20 21 22 23 24 25 26	17 18 19 20 21 22 23 24 25	17 18 19 20 21 22 23	12		
12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal Nationa Mortgage Association 16 17 18 19 20 21 22 23 24 25 26 26	12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal Nationa Mortgage Association 15 16 17 18 19 20 21 22 23 24 25 25	12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 14 Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 22 23	11		Tel: 202-942-5000
11 Tel: 202-942-5000 12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 21 22 23 24 25 26	11 Tel: 202-942-5000 12 michael.johnson@arnoldporter.com 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 22 23 24 25	11 Tel: 202-942-5000 michael.johnson@arnoldporter.com 12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 15 16 17 18 19 20 21 23	10		601 Massachusetts Ave., NW
10 601 Massachusetts Ave., NW 11 Tel: 202-942-5000 12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 21 22 23 24 25 26	10 601 Massachusetts Ave., NW 11 Tel: 202-942-5000 12 michael.johnson@arnoldporter.com 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal Nationa Mortgage Association 16 17 18 19 20 21 21 22 23 24 25 25	10 601 Massachusetts Ave., NW 11 Tel: 202-942-5000 12 michael.generationson@arnoldporter.com 12 <i>Admitted pro hac vice</i> 13 <i>Attorneys for Intervenor Counter-Defendant</i> Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 21 22 23 23	9		/s/Michael A.F. Johnson
10 Michael A.F. Johnson* 11 601 Massachusetts Ave., NW 11 Tel: 202-942-5000 12 Tel: 202-942-5000 13 Attorneys for Intervenor Counter-Defendant 14 Federal Housing Finance Agency ints 15 Capacity as Conservator for Federal National Mortgage Association 17 18 19 20 21 22 23 24 25 26	10 Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 11 Tel: 202-942-5000 12 * Admitted pro hac vice 13 Attorneys for Intervenor Counter-Defendant Federal Nousing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 21 22 23 24 25 25	10 Michael A.F. Johnson* 11 601 Massachusetts Ave., NW 11 Tel: 202-942-5000 12 michael.johnson@arnoldporter.com 13 Attorneys for Intervenor Counter-Defendant 14 Federal Housing Finance Agency in its 15 Capacity as Conservator for Federal National 16 17 18 19 20 21 22 23		-	
ARNOLD & PORTER KAYE SCHOLER LLP ///Michael A.F. Johnson Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 Tel: 202-942-5000 michael.johnson@arnoldporter.com * Admitted pro hac vice 13 14 14 15 16 17 18 19 20 21 22 23 24 25 26	ARNOLD & PORTER KAYE SCHOLER LLP ///Michael A.F. Johnson Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 11 12 13 13 14 14 14 15 15 16 17 18 19 20 21 22 23 24 25	ARNOLD & PORTER KAYE SCHOLER LLP / <u>s/Michael A.F. Johnson</u> Michael A.F. Johnson Michael A.F. Johnson Michael A.F. Johnson Michael A.F. Johnson Michael A.F. Johnson Michael J. Johnson Michael J. Johnson Michael J. Johnson Michael J. Johnson Mortgage Association		Attorneys for Plaintiff Federal National	
Attorneys for Plaintif Federal National Mortgage Association ARNOLD & PORTER KAYE SCHOLER LLP (s/Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 Tel: 202-942-5000 nichael johnson(@arnoldporter.com * Admitted pro hac vice Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association Is	Attorneys for Plainiff Federal National Mortgage Association ARNOLD & PORTER KAYE SCHOLER LLP 9 /s/Michael A.F. Johnson 10 /s/Michael A.F. Johnson 11 Tel: 202-942-5000 12 Michael Johnson@arnoldporter.com 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 14 Gamma Conservator for Federal National Mortgage Association 15 16 17 18 19 20 21 22 23 24 25 25	Attorneys for Plaintiff Federal National Mortgage Association ARNOLD & PORTER KAYE SCHOLER LLP /s/Michael A.F. Johnson Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 Tel: 202-942-5000 michael.johnson@arnoldporter.com * Admitted pro hac vice 12 13 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 16 17 18 19 20 21 22 23		3883 Howard Hughes Parkway, Suite 1100	Reno, Nevada 89511
6 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Reno, Nevada 89511 Tel: 775-788-2228 7 Mortgage Association RATORIES FORMULT Federal National Mortgage Association 8 9	3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Reno, Nevada 89511 Tel: 775-788-2228 7 Attorneys for Plaintiff Federal National Mortgage Association ARNOLD & PORTER KAYE SCHOLER LLP 9 10 Second Action (Second Ac	 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 7 8 9 9 9 9 10 11 11 12 13 14 13 14 14 15 16 17 18 19 20 21 22 23 		Kelly H. Dove, Esq. (NV Bar No. 10569)	John D. Tennert, III (NV Bar No. 11728)
Kelly H. Dove, Esq. (NV Bar No. 10569) John D. Tennert, III (NV Bar No. 11728) Nathan G. Kanute, Esq. (NV Bar No. 12413) Reno, Nevada 89511 Reno, Nevada 89511 Tel: 775-788-2228 Attorneys for Plaintiff Federal National Mortgage Association ARNOLD & PORTER KAYE SCHOLER LLP 9	5 Kelly H. Dove, Esq. (NV Bar No. 10569) John D. Tennert, III (NV Bar No. 11728) 3833 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Reno, Nevada 89511 7 Attorneys for Plaintiff Federal National Mortgage Association Reno, Nevada 89511 8 II. Tel: 775-788-2228 9 II. Signa Association ARNOLD & PORTER KAYE SCHOLER LLP 9 Signa Association ARNOLD & PORTER KAYE SCHOLER LLP 9 Signa Association Signa Association 10 Signa Association Michael A.F. Johnson 11 Tel: 202-942-5000 Michael A.F. Johnson* 12 Attorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 13 16 14 If Intervenor for Federal National Mortgage Association 15 17 18 19 20 21 21 23 22 23 23 24 24 25	 Kelly H. Dove, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 121213) 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 <i>Attorneys for Plaintiff Federal National</i> <i>Mortgage Association</i> ARNOLD & PORTER KAYE SCHOLER LLP <i>S/Michael A.F. Johnson</i> <i>Mortgage Association</i> <i>Attorneys for Intervenor Counter-Defendant</i> <i>Federal National</i> <i>Mortgage Association</i> <i>Attorneys for Intervenor Counter-Defendant</i> <i>Federal National</i> <i>Mortgage Association</i> <i>Attorneys for Intervenor Counter-Defendant</i> <i>Federal Housing Finance Agency in its</i> <i>Capacity as Conservator for Federal National</i> <i>Mortgage Association</i> 			/s/Lesslie Bryan Hart
4 /s/Nathan G. Kanute Icfirey Willis, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 12413) Bas Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Attorneys for Plaintiff Federal National Morgage Association /s/Lessie Bryan Hart (NV Bar No. 4932) John D. Tenner, III (NV Bar No. 11728) 7800 Rancharath Parkway Reno, Nevada 89511 Tel: 775-788-2228 9 4 /s/Nichael A.F. Johnson Michael A.F. Johnson* 601 Massachusetts Ave., NW Washington, DC 20001 Tel: 202-942-5000 michael; Johnson@arnoldporter.com * Admitted pro hac vice 11 4 12	4 /s/Nathan G. Kanute /s/Lesslie Bryan Hart 5 Jeffrey Willis, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 10569) 5 Nathan G. Kanute, Esq. (NV Bar No. 12413) Zeslie Bryan Hart 6 Las Vegas, NV 89169 7 Mortgage Association 9 Auorneys for Plaintiff Federal National 9 Mortgage Association 10 Secondary Magness and Secondary Seconda	4 /s/Nathan G. Kanute 1 Jeffrey Willis, Esq. (NV Bar No. 14797) Kelly H. Dove, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 12413) 3883 Howard Hughes Parkway, Suite 1100 1as Vegas, NV 89169 Attorneys for Plaintiff Federal National Mortgage Association 9 10 11 12 13 13 14 15 16 17 18 19 20 21 22 23		SNELL & WILMER L.L.P.	FENNEMORE CRAIG, P.C.
3 SNELL & WILMER LL.P. 4 /s/Nathan G. Kanute 1 /s/Nathan G. Kanute 5 Jskin G. Kanute 6 /s/Nathan G. Kanute 7 /s/Nathan G. Kanute 8 /s/Nathan G. Kanute 9 /s/Nathan G. Kanute 10 /s/Nathan G. Kanute 11 /s/Nathan G. Kanute 12 /s/Nathan G. Kanute 9 /s/Nathan G. Kanute 10 /s/Nathan G. Kanute 11 /s/Nathan G. Kanute 12 /s/Nathan G. Kanute 9 /s/Nathan G. Kanute 11 /s/Nathan G. Kanute 12 /s/Nathan G. Kanute 13 /s/Nichael A.F. Johnson 14 /s/Michael A.F. Johnson 15 /s/Michael A.F. Johnson(@arnoldporter.com 16 /s/Admited pro hac vice 17 /s/Admited pro hac vice 18 /s/Sociation 19 /s/Sociation 20 /s/Sociation 21 /s/Sociation 22 /s/Sociation 33	3 SNELL & WILMER LL.P. 4 /s/Nathan G, Kanute /s/Nathan G, Kanute /s/Nathan G, Kanute /s/Nathan G, Kanute /s/Nathan G, Kanute /s/Nathan G, Kanute /s/Nathan G, Kanute, Esq. (NV Bar No. 12613) 383 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 1as Vegas, NV 89169 Attorneys for Plaintiff Federal National Mortgage Association 7 Mortgage Association 8 /s/Michael A.F. Johnson 9 /s/Michael A.F. Johnson 10 /s/Michael A.F. Johnson 11 /s/Michael A.F. Johnson 12 /s/Michael A.F. Johnson 13 Atorneys for Intervenor Counter-Defendant Federal Housing Finance Agency in its Capacity as Conservator for Federal National Mortgage Association 14 13 15 16 16 17 18 19 20 21 21 22 23 24 25 23	3 SNELL & WILMER L.L.P. FENNEMORE CRAIG, P.C. 3 /s/Nathan G. Kanute /s/Lesslie Bryan Hart 1 Jeffrey Willis, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 102413) 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 7800 Rancharrah Parkway 7 Mortgage Association 7800 Rancharrah Parkway 8 9 Artorneys for Plaintiff Federal National 9 10 11 10 12 /s/Michael A.F. Johnson* 11 601 Massachusetts Ave., NW 12 13 Attorneys for Intervenor Counter-Defendant 13 14 Federal National 14 15 15 15 16 17 18 19 20 21 22 23		Respectfully submitted by:	
2		2	1 1 1 1 1 1 1 1 2 2 2 2	2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 0 1 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 1 2 3 4 5 8 9 0 0 1 1 2 3 4 5 8 9 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1	Respectfully submitted by: SNELL & WILMER L.L.P. /s/Nathan G. Kanute Jeffrey Willis, Esq. (NV Bar No. 4797) Kelly H. Dove, Esq. (NV Bar No. 10569) Nathan G. Kanute, Esq. (NV Bar No. 12413) 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Attorneys for Plaintiff Federal National Mortgage Association 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5

1	CSERV	
2		
3		ISTRICT COURT K COUNTY, NEVADA
4		
5		
6	Federal National Mortgage	CASE NO: A-20-819412-B
7	Association, Plaintiff(s)	DEPT. NO. Department 13
8	vs.	
9	Westland Liberty Village, LLC,	
10	Defendant(s)	
11		
12	AUTOMATED	CERTIFICATE OF SERVICE
13		ervice was generated by the Eighth Judicial District I via the court's electronic eFile system to all
14	recipients registered for e-Service on the	
15	Service Date: 3/17/2022	
16	Robin Gullo	rgullo@dhwlawlv.com
17	Donald Williams	dwilliams@dhwlawlv.com
18	Philip Erwin	pre@cwlawlv.com
19 20	John Chong	jyc@cwlawlv.com
21	Joseph Went	jgwent@hollandhart.com
22	Sydney Gambee	srgambee@hollandhart.com
23	Brian Dziminski	brian@dziminskilaw.com
24	John Benedict	john@benedictlaw.com
25	Leslie Hart	lhart@fclaw.com
26	Lara Taylor	ljtaylor@swlaw.com
27		
28		

1 2	Nathan Kanute	nkanute@swlaw.com
2	Mary Full	mfull@swlaw.com
4	Docket Docket	docket_las@swlaw.com
5	Bob Olson	bolson@swlaw.com
6	Maricris Williams	mawilliams@swlaw.com
7	Joyce Heilich	jeheilich@hollandhart.com
8	Shawna Braselton	sbraselton@fennemorelaw.com
9	Kelly Dove	kdove@swlaw.com
10		<u> </u>
11	D'Andrea Dunn	ddunn@swlaw.com
12	Angelyn Cayton	Angelyn@benedictlaw.com
13	Office Admin	office.admin@benedictlaw.com
14	John Tennert, III	jtennert@fclaw.com
15	David Edelblute	dedelblute@swlaw.com
16	John Hofsaess	john.h@westlandreg.com
17 18	Sara D'Amico	sara.damico@arnoldporter.com
18	Michael Johnson	michael.johnson@arnoldporter.com
20	Elliott Mogul	elliott.mogul@arnoldporter.com
21	Court Filings	courtfilings@fennemorelaw.com
22	Claudio Lerma	clerma@fennemorelaw.com
23	Brian Barnes	bbarnes@cooperkirk.com
24	South House	ahon a fann am analaw aam
25	Sarah Hope	shope@fennemorelaw.com
26	Brenda Schroeder	BLSchroeder@hollandhart.com
27	Shay Burdette	SBurdette@mcguirewoods.com

	Cheryl Haas	CHaas@mcguirewoods.com
	T. Richmond McPherson	RMcPherson@mcguirewoods.com
	Theresa Rhymes	trhymes@mcguirewoods.com
	Kathryn Barber	kbarber@mcguirewoods.com
	Matthew Fender	mfender@mcguirewoods.com
	Jeffrey Willis	jwillis@swlaw.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	rmansfield@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
	Megan Garrett	mgarrett@mbmlawyers.com
	Robert Mansfield	rmansfield@mbmlawyers.com
1	1	

1	Megan Garrett	mgarrett@mbmlawyers.com
2 3	Robert Mansfield	rmansfield@mbmlawyers.com
4	Megan Garrett	mgarrett@mbmlawyers.com
5	Bradley Green	bgreen@swlaw.com
6	Scott Cardon	scardon@dhwlawlv.com
7	Brent Dyer	lawclerk@dhwlawlv.com
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

CERTIFICATE OF SERVICE

I certify that on April 15, 2022, a true and correct copy of PETITIONERS FEDERAL HOUSING FINANCE AGENCY AND FEDERAL NATIONAL MORTGAGE ASSOCIATION'S APPENDIX – VOLUME III OF III, was transmitted electronically through the Court's e-filing system to the attorney(s) associated with this case.

John Benedict, Esq. The Law Offices of John Benedict
2190 E. Pebble Road, Suite 260
Las Vegas, NV 89123
John W. Hofsaess, Esq. (Pro Hac Vice)
Westland Real Estate Group
520 W. Willow St.
Long Beach, CA 90806
Attorneys for Real Parties in Interest
Westland Liberty Village, LLC;
Westland Village Square, LLC;
Amusement Industry, Inc.;
Westland Corona LLC;
Westland Amber Ridge LLC;
Westland Hacienda Hills LLC;
1097 North State LLC;
·
Westland Tropicana Royale LLC;
Vellagio Apts of Westland LLC;
The Alevy Family Protection rust;
Westland Amt, LLC;
Aft Industry NV, LLC; and
A&D Dynasty Trust

Donald H. Williams, Esq.	
Drew Starbuck, Esq.	
Williams Starbuck	
612 South Tenth Street	
Las Vegas, NV 89101	
Attorneys for Counterdefendants	
MMM Investments, LLC;	
ND Manager, LLC;	
Shamrock Communities, LLC;	
Shamrock Properties VI;	
Shamrock Properties VII;	
Shamrock Property Management, LLC;	
Ellen Weinstien; Jennifer Wilde; and	
Hillary Davidson	

Т

/s/ Debbie Sorensen An Employee of Fennemore Craig, P.C.

Г